

CONTRACT FOR EMPLOYMENT

This Contract for Employment is entered into between The Curators of the University of Missouri, a public corporation of the State of Missouri, hereinafter referred to as "University," and Frank Haith, an individual, hereinafter referred to as "Employee."

It is hereby agreed by and between the parties as follows:

1. Term. The term of this Contract for Employment shall commence on the effective date of April 5, 2011 and end on April 30, 2016; provided, however, that if the Employee remains employed by University on May 1, 2012, the term shall automatically be extended for one additional year, to April 30, 2017.

2. Duties and Responsibilities.

A. The Employee is hereby employed by the University. Throughout the term of this Contract for Employment, he shall use his best full-time energies and abilities for the exclusive benefit of the University. The University shall have full and absolute control of all employment services rendered by the Employee. The Employee shall serve at the direction and in the capacity assigned by the Chancellor or his designee throughout the term of this Contract for Employment.

B. The Employee agrees to be a loyal employee of the University. He agrees to devote his best efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University.

C. During the period in which the University employs the Employee as the Head Men's Basketball Coach of the University's intercollegiate team, the Employee agrees to undertake and perform properly, efficiently, to the best of his ability and consistent with the

standards of the University all duties and responsibilities attendant to the position. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association-("NCAA") and all NCAA, Conference and University rules and regulations relating to the conduct and administration of the program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof. In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Director of Intercollegiate Athletics of the University. The Employee agrees to adhere to, to respect and to follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student-athletes for the program. All academic standards, requirements and policies of the University shall also be observed by the Employee and members of his staff, including assistant coaches, at all times and shall not be compromised or violated at any time.

D. As of the beginning of this Contract for Employment, the duties and responsibilities assigned to the Employee are as set forth below. This list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities that may be assigned by the Chancellor or his designee or as are provided for elsewhere in this Contract for Employment.

E. The position of Head Men's Basketball Coach is a specialized professional position. By holding this position, the Employee is not eligible for tenure. He is responsible for evaluating, recruiting, training and coaching student-athletes to compete successfully against major college competition in a quality program. In his position as Employee, he is held directly accountable for these general responsibilities relating to the program: budget, scheduling and the

recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff. This position has these additional specific responsibilities:

- (1) Supervise assistant coaches, including compliance by such coaches with Conference and NCAA rules and regulations;
- (2) Participate in the instruction and coaching of student-athletes;
- (3) Determine scouting schedules for high school and college games;
- (4) Interview prospective players, their parents and coaches;
- (5) Contact media, alumni and civic groups;
- (6) Work to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community;
- (7) Work within the confines of rules, regulations, guidelines and policies of the University athletic department;
- (8) Keep public statements complimentary to the athletic program and to the University;
- (9) Make every effort, working in cooperation with and support of the University's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met;
- (10) Have complete knowledge of the rules and regulations governing intercollegiate athletic competition and maintain strict compliance therewith by the program;
- (11) Apply effectively experience in recruiting, training and coaching of student-athletes;
- (12) Be a disciplinarian but be fair, sympathetic and protective of the student-

athletes while motivating them to excellence;

(13) Maintain a mature and rational attitude, keep emotions in control and downplay defeats;

(14) Prepare players for each game and each season with dedication; and

(15) Establish and maintain a frequent and systematic program of personal communication with the University's administration, faculty, staff and student body.

3. Annual Salary. During the term of this Contract for Employment, the University shall pay to the Employee an Annual Salary at the annualized rate of Three Hundred Fifty Thousand Dollars (\$350,000.00). The Employee shall be entitled to participate in all employee benefits for which he is eligible and which are available to full-time employees of his classification of the University under established University policies.

4. Other Employment Benefits. The following employment benefits will be provided to the Employee while he serves in his capacity as the Employee:

A. University agrees to pay to the Employee the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the year May 1, 2011 to April 30, 2012 and on May 1 of each year for the remaining years of this Contract for Employment, said amount will increase by Ten Thousand Dollars (\$10,000.00) per year, it being understood that in exchange for said payments the Employee relinquishes all of his rights to receive any monies or consideration of any kind whatsoever, from any manufacturer, distributor, retailer, or seller of athletic shoes, apparel or equipment, and the Employee assigns all said rights to the University. In the event University enters into a contract with a company which is in a business as immediately described above, then notwithstanding the foregoing restriction the Employee shall be entitled to make individual arrangements with the same company to serve as a consultant to or to make personal

appearances on behalf of the company, for individually negotiated compensation (monies or other consideration), so long as the activities on behalf of the company do not materially interfere with the employment responsibilities of the Employee.

B. University agrees to pay to the Employee the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the year May 1, 2011 to April 30, 2012 and on May 1 of each year for the remaining years of this Contract for Employment, said amount will increase by Ten Thousand Dollars (\$10,000.00) per year, it being understood that in exchange for said payments the Employee relinquishes all of his rights to receive income or payments of any kind whatsoever, directly or indirectly, from any source other than the University in exchange for his appearance or participation in television shows, live or taped, and the Employee assigns all said rights to the University. Notwithstanding the foregoing, the Employee may participate in television broadcasts related to post-season basketball tournaments (i.e. CBS halftime shows), and other similar "expert coach" broadcasts. The Employee agrees to appear and participate in television shows arranged or produced by the University concerning the men's basketball program at the University of Missouri-Columbia. University will make reasonable efforts to schedule appearances and participation so as to not interfere with the professional and personal schedule of the Employee.

C. University agrees to pay to the Employee the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the year May 1, 2011 to April 30, 2012 and on May 1 of each year for the remaining years of this Contract for Employment, said amount will increase by Ten Thousand Dollars (\$10,000.00) per year, it being understood that in exchange for said payment the Employee relinquishes all of his rights to receive income or payments of any kind whatsoever, directly or indirectly, from any source in exchange for his appearance or

participation in radio shows, live or taped, and the Employee assigns all said rights to the University. The Employee agrees to appear and participate in radio shows arranged or produced by the University concerning the men's basketball program at the University of Missouri-Columbia. University will make reasonable efforts to schedule appearances and participation so as to not interfere with the professional and personal schedule of the Employee.

D. Membership in The Club at Old Hawthorne with membership fees to be paid by the University. The Employee will be responsible for expenditures resulting from this membership which are not directly associated with University business or unless the expenditure is approved by the Director of Intercollegiate Athletics.

E. Two courtesy cars provided by a car dealer through the Athletic Department will be made available for use by the Employee and his spouse.

F. A Discretionary Fund will be made available to the Employee in the amount of Twenty Thousand Dollars (\$20,000.00) annually to be expended in compliance with University policies, rules, and regulations, provided such expenses are related to the MU men's basketball program. The Employee must submit to the Director of Intercollegiate Athletics and Chancellor at least quarterly a detailed accounting of the use of these funds.

G. The Employee will actively participate with and assist the Director of Intercollegiate Athletics and any other personnel of the Athletic Department designated by the Director of Intercollegiate Athletics in the promotion of the University of Missouri-Columbia with appearances before, meetings with and presentations to the general public, alumni groups, booster groups and organizations, statewide and local civic organizations, public educational organizations, school districts, and employment and professional organizations. The Director of Intercollegiate Athletics or his designee will schedule a minimum of thirty (30) such public

appearances for the Employee each year during the term of this Contract for Employment. In addition, the Employee will utilize all opportunities to advance and enhance the image of the University of Missouri-Columbia. The University agrees to pay to the Employee the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the year May 1, 2011 to April 30, 2012 and on May 1 of each year for the remaining years of this Contract for Employment, said amount will increase by Ten Thousand Dollars (\$10,000.00) per year for the performance of services under this paragraph.

H. University agrees that the Department of Intercollegiate Athletics will allocate a total amount of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) annually during the term of this Contract for Employment in order to cover the total salaries of five (5) members of the men's basketball staff, including three (3) assistant coaches, a Director of Basketball Operations and a Strength and Conditioning Coach and shall pay this amount out of the Athletic Department budget.

5. Payment. All payments under Paragraph 4 hereof and subparagraphs of said Paragraph 4, shall be made in twelve (12) monthly installments on the last business day of each month on which the Employee serves as Head Men's Basketball Coach, beginning with June 30, 2011. The parties acknowledge and agree that the first such monthly payment on June 30, 2011 shall be in an amount equal to what the Employee would have been entitled to receive under Paragraph 4 hereof and subparagraphs of said Paragraph 4 for that portion of the month of April 2011 during which he served as Head Men's Basketball Coach, the month of May 2011 and the month of June 2011. For monthly payments due on the last business day of July 2011 and each month thereafter for which Employee serves as Head Men's Basketball Coach, the amount of

such payment shall be one-twelfth of the annual amounts specified in Paragraph 4 hereof and subparagraphs of said Paragraph 4..

6. Noninstitutional Youth Basketball Camps. The Employee shall be entitled to operate a noninstitutional youth basketball camp in the State of Missouri in the summers during the term of this Contract for Employment. University agrees to guarantee that the Employee will receive a minimum of One Hundred Fifty Thousand Dollars (\$150,000.00) for each summer during the term of this Contract for Employment that the Employee operates such a camp and for each summer during the remaining term of this Contract for Employment, said guaranteed amount will increase by Ten Thousand Dollars (\$10,000.00) per year. Any revenues and profits made by the Employee from his camp shall be retained by him solely. However, the University's guarantee under this paragraph shall be limited to the amount of money necessary to assure that the net revenues received by the Employee from the operation of such camp meets the guarantee amount stated herein. For purposes of the preceding sentence, the parties agree that net revenues shall mean the gross revenues generated from the operation of such camp less the amount of the expenses directly related to the operation of such camp. It is understood that the Employee will utilize his best efforts to conduct and participate in a quality basketball camp for youth which will bring credit to himself and indirectly the University, and the University will not be required to make payment in any year within which the Employee does not conduct and participate in such a camp. In the event the University so requests, an annual independent audit shall be conducted by a mutually agreed upon auditor, at Employee's expense, for each such camp. The Employee shall provide written documentation of the net revenues from such camp to the Director of Intercollegiate Athletics and the University will make any payment called for

under this paragraph to the Employee within twenty-one (21) days after receipt of said documentation.

7. Performance Incentive Payments.

A. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, University agrees to pay to the Employee, in his capacity as Head Men's Basketball Coach, the amount of Twenty-Five Thousand Dollars (\$25,000.00) in any year that the men's basketball team under his direct leadership wins the regular season Big XII Conference Championship.

B. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, University agrees to pay to the Employee, in his capacity as Head Men's Basketball Coach, the amount of Twenty-Five Thousand Dollars (\$25,000.00) in any year that the men's basketball team under his direct leadership wins the Big XII Conference Post-Season Tournament Championship.

C. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, University agrees to pay the amount of Twenty-Five Thousand Dollars (\$25,000.00) to the Employee in any year that the men's basketball team under his direct leadership is selected to participate in the NCAA men's basketball tournament.

D. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, University agrees to pay to the Employee the amount of Fifty Thousand Dollars (\$50,000.00) in any year that the men's basketball team under his direct leadership reaches the "Sweet Sixteen" of the NCAA men's basketball tournament, or the amount of One Hundred Thousand Dollars (\$100,000.00) in any year that the men's basketball team under the direct leadership reaches the "Elite Eight" of the NCAA men's basketball tournament or the amount of

One Hundred Fifty Thousand (\$150,000.00) in any year that the men's basketball team under his direct leadership reaches the "Final Four" of the NCAA men's basketball tournament or the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) in any year that the men's basketball team under his direct leadership wins the National Championship in the NCAA men's basketball tournament. It is understood that the Employee shall be entitled to only one payment under this Paragraph 7D and said payment shall be in the amount specified as applicable to the highest level of success for the year in the NCAA men's basketball tournament.

E. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, University agrees to pay to the Employee the amount of Twenty-Five Thousand Dollars (\$25,000.00) in any year that the Employee is named the Big XII Coach of the Year by the Big XII Conference.

F. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, University agrees to pay to the Employee the amount of Fifty Thousand Dollars (\$50,000.00) in any year that the Employee is named the National Coach of the Year by the National Association of Basketball Coaches (NABC) or comparable organization.

G. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, University agrees to pay to the Employee the amounts stated in this Paragraph 7G based upon the number of wins achieved in a season by the men's basketball team under his direct leadership. Such payment shall be the amount of Twenty Thousand Dollars (\$20,000.00) if there are 20 wins against NCAA Division I competition or the amount of Thirty Thousand Dollars (\$30,000.00) if there are 25 wins against NCAA Division I competition; or the amount of Fifty Thousand Dollars (\$50,000.00) if there are 30 wins against NCAA Division I competition. In interpreting the amount of money due from the University to the Employee

under this Paragraph 7G, exhibition wins shall not be counted, but post-season wins shall be counted. It is understood that the Employee shall be entitled to only one payment under this paragraph and said payment shall be in the amount specified as applicable to the highest number of wins for the season. In order to qualify for the payments set forth in this Paragraph 7G, Employee must schedule and play a minimum of three (3) out-of-conference games each season against BCS-caliber opponents. BCS-caliber opponents shall be defined ACC, Big East, SEC, Big 10 and PAC 10 teams; provided, however, that with the prior approval of the Director of Intercollegiate Athletics, in his sole discretion, perennial non-BCS-caliber powers may be included in this category.

H. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, University agrees to pay to the Employee the amounts stated in this Paragraph 7H based upon the number of Big 12 Conference wins achieved in a season by the men's basketball team under his direct leadership. Such payment shall be the amount of Twenty-Five Thousand Dollars (\$25,000.00) if there are 12 wins against Big 12 Conference teams during the regular season, the amount of Fifty Thousand (\$50,000.00) if there are 13 wins against Big 12 Conference teams during the regular season, and Seventy-Five Thousand Dollars (\$75,000.00) if there are 14 or more wins against Big 12 Conference teams during the regular season. It is understood that the Employee shall be entitled to only one payment under this Paragraph 7H and said payment shall be in the amount specified as applicable to the highest number of Big 12 Conference wins for the season.

I. In addition to the other amounts specified in the other subparagraphs of this Paragraph 7, the University agrees to pay to the Employee, while serving in the capacity of Head

Men's Basketball Coach, the following amounts based upon the average actual, paid turnstile attendance, as indicated below:

- (1) Twenty-Five Thousand Dollars (\$25,000.00) if the average actual, paid turnstile attendance is 11,000 for the basketball season;
- (2) Fifty Thousand Dollars (\$50,000.00) if the average actual, paid turnstile attendance is 12,000 for the basketball season; or
- (3) One Hundred Thousand Dollars (\$100,000.00) if the average actual, paid turnstile attendance is 13,000 for the basketball season.

It is understood and agreed that average actual, paid turnstile attendance shall mean those tickets sold and used by persons coming through the turnstiles at the game, but shall not include documented complimentary tickets issued by the University's Department of Intercollegiate Athletics. It is further understood that the Employee shall be entitled to only one payment under this Paragraph 7I and said payment shall be in the amount specified as applicable to the highest paid turnstile attendance achieved for the basketball season.

J. Unless provided herein for payment on some other specified date, all payments required to be made pursuant to the subparagraphs of this Paragraph 7, shall be made within thirty (30) days after the conclusion of the basketball season, including the post-season.

Payments provided for under Paragraph 7I, if any, shall be made on April 30, 2012 and on April 30th of each year during the term of this Contract for Employment.

8. Annuity.

A. The University agrees to annually deposit to a Fund, which Fund shall be owned, maintained and controlled by the University, on or before April 30, 2012 and on or before April 30th of each year thereafter during the term of this Contract for Employment that Employee

continues as Head Men's Basketball Coach, the sum of One Hundred Thousand Dollars (\$100,000.00).

B. Employee shall be entitled to receive any amounts in the Fund at the time of the following events:

(1) If on May 1, 2013, Employee is Head Men's Basketball Coach, he may withdraw on that date or thereafter up to 100% of the amount in the Fund as of May 1, 2013; or

(2) If Employee dies during the term of this Contract for Employment in which event the amounts in the Fund at the time of his death will be paid to the beneficiaries designated by the Employee, less applicable withholdings for federal and state income tax and employment withholding; or

(3) If Employee discontinues his position as Head Men's Basketball Coach during the term of this Contract for Employment due to material health issues.

C. Employee shall be entitled to receive any amounts in the Fund at the time of the following events:

(1) If on May 1, 2015, Employee is the Head Men's Basketball Coach, he may withdraw on that date or thereafter up to 100% of the amount in the Fund as of May 1, 2015.

(2) If Employee dies during the term of this Contract for Employment in which event the amounts in the Fund at the time of his death will be paid to the beneficiaries designated by the Employee, less applicable withholdings for federal and state income tax and employment withholding; or

(3) If Employee discontinues his position as Head Men's Basketball Coach during the term of this Contract for Employment due to material health issues.

D. Employee shall be entitled to receive any amounts in the Fund at the time of the following events:

(1) If on April 30, 2017, Employee is the Head Men's Basketball Coach, he may withdraw on that date or thereafter up to 100% of the amount in the Fund as of April 30, 2017.

(2) If Employee dies during the term of this Contract for Employment in which event the amounts in the Fund at the time of his death will be paid to the beneficiaries designated by the Employee, less applicable withholdings for federal and state income tax and employment withholding; or

(3) If Employee discontinues his position as Head Men's Basketball Coach during the term of this Contract for Employment due to material health issues.

E. When the Employee becomes entitled to receive the amounts in the Fund pursuant to B (1), (3), C (1), (3), or D (1), (3), or in the event the University distributes the amounts in the Fund pursuant to subparagraphs B (1), (3), C (1), (3), or D (1), (3) of this paragraph, the University shall have no further obligation to Employee or beneficiaries under this paragraph and the University shall file with the Internal Revenue Service and issue to Employee a W-2, Wage and Tax Statement, for the tax year ending within the year in which the distribution to the Employee is made, to include in the Employee's wages for federal and state income tax and employment tax purposes the amount distributed to the Employee from the Fund and shall withhold federal and state income taxes and employment taxes on such distributed amounts.

F. It is understood that if the Employee terminates this Contract for Employment for any reason other than those stated in subparagraphs B (2), (3), C (2), (3), and D (2), (3), and prior to the dates listed in B (1), C (1), and D (1) of this Contract for Employment, or is dismissed

from his position as Head Men's Basketball Coach for cause by the University, neither he nor his beneficiaries shall be entitled to receive any amounts currently on deposit in such Fund and all rights of the Employee or his beneficiaries to such Fund shall terminate. In the event that this Contract for Employment is terminated by the University without cause prior to the expiration of the terms hereof, Employee and/or his estate, heirs and beneficiaries shall be immediately entitled to all amounts accumulated in the Fund as of that date, less applicable withholdings for federal and state income taxes and employment tax.

G. Employee has consulted with his own tax advisors with respect to this matter.

9. Control by the University.

A. The Employee shall not accept or agree to accept a salary supplement or any payment from any person or source other than the University which is not permitted under the rules and regulations of the University, the National Collegiate Athletic Association, and the Big XII Conference, and under no circumstances shall the Employee have the right to engage in additional employment, speaking or consulting activities with regard to athletic shoes, apparel or equipment, except as provided herein, nor shall he have the right to receive payments or income directly or indirectly from media sources in any form as defined herein, except as provided herein. For this purpose, the term "income from media sources" includes income to the Employee from television shows, live or taped, radio shows, live or taped, appearance fees for television, live or taped, appearance fees for radio, live or taped, and fees resulting from other electronic media, excluding Internet. Prior to the rendition of any such services and receipt of such payments the Employee shall obtain the written approval of the Director of Intercollegiate Athletics and the Chancellor of the University of Missouri-Columbia. The University shall be deemed as having approved the Employee's request if the University has not disapproved the

request in writing by not later than the end of the fifth (5th) calendar day following the date within which the request is submitted by the Employee to the University. The expert coach broadcasts specified in Paragraph 3B above shall be deemed as approved. The University and the Employee agree that except as otherwise provided herein and upon prior written approval by the Director of Intercollegiate Athletics and the Chancellor, the Employee may undertake commercial endorsements of products and services in which he identifies himself as the Employee of the University's men's basketball team; provided, however, that the Employee may not undertake commercial endorsements of athletic shoes, apparel or equipment, except as provided in Paragraph 4A above.

B. The Employee shall report in writing all such payments received by him for such services to the Director of Intercollegiate Athletics of the University of Missouri-Columbia on a yearly basis beginning on May 1, 2011 and the Employee shall report in writing all athletically related income from sources outside the institution (including, but not limited to, income from annuities; sports camps, housing benefits; and complimentary ticket sales) through the Director of Intercollegiate Athletics to the Chancellor of the University of Missouri-Columbia on an annual basis.

10. Conduct of the Men's Basketball Athletic Program.

A. The Employee shall conduct the men's basketball program under the established policies and procedures of the University. He shall comply fully with the rules, regulations and established policies and practices of the Department of Intercollegiate Athletics and with other University regulations which pertain to his employment. He shall also comply fully with the applicable rules and regulations of the Big XII Conference, the National Collegiate Athletic Association and any other organizations the rules and policies of which apply to the University of Missouri-Columbia Department of Intercollegiate Athletics. He shall insure that each of the Assistant Men's Basketball Coaches and others assisting in the conduct of the intercollegiate men's basketball program shall comply fully with the applicable rules and regulations of the University, the Big XII Conference, the National Collegiate Athletic Association, and any other organizations the rules and policies of which apply to the University of Missouri-Columbia Department of Intercollegiate Athletics. Further, he shall promote and encourage sportsmanship in his coaches, players, and fans in attendance at intercollegiate athletic contests.

B. The University, Employee and assistant coaches acknowledge that student athletes should be integrated into the academic environment, that academic success is paramount, and that graduation is the principal goal for attendance at MU. The Employee and assistant coaches acknowledge that student athletes are subject to all policies, rules, and regulations governing all students of the University and that the University, Employee and assistant coaches should make all reasonable efforts to create an environment in which student athletes respect and adhere to such rules and regulations. The University, Employee and assistant coaches acknowledge the responsibility and the utmost importance of assisting student athletes in obtaining a quality education and appropriate academic accomplishments and further to assist

student athletes in understanding the athletes' responsibilities to society in general and fellow students at the University in particular. The Employee acknowledges that the above obligations are generally encompassed in the overall performance expected of the coach.

C. The Director of Intercollegiate Athletics, in consultation with the Chancellor and the Faculty Athletics Representative, shall establish each year, a goal or goals within the area of academic accomplishment and the social responsibility and conduct of the student athletes in the Men's Basketball Program, which goals shall include the following: improvement in the academic grade point average accomplished by the Men's Basketball Squad; student athletes maintaining academic eligibility to participate in the Men's Basketball Program; graduation rate of student athletes in the Men's Basketball Program; student athletes' progress toward meeting graduation requirements and anticipated date of graduation; student athletes' participation in University and community social and charitable activities; student athletes observance of University student conduct rules and regulations and those of the athletic department and the Men's Basketball Program. The University will pay to the Employee, while serving in the capacity of Head Men's Basketball Coach, One Hundred Thousand Dollars (\$100,000.00) on April 30, 2012 and on each April 30th thereafter during the term of this Contract for Employment that the established goal or goals for academic accomplishment for that year are met and the established goal or goals for social responsibility and conduct for that year are met. The Employee will advise all staff members of the requirements of this paragraph and obtain each staff members' commitment to the goals and expectations set forth above.

D. On an annual basis while the Employee is serving in the capacity as Head Men's Basketball Coach, the Director of Intercollegiate Athletics and the Employee will meet to review the performance of the Employee and the accomplishments of the Men's Basketball Program

during the preceding year including, without limitation, those outlined in Paragraph 10C hereof. Such annual meeting will take place within thirty (30) days following the last basketball game of the season.

11. Discipline for Violations of NCAA, Conference and University Rules and Regulations. If the Employee is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. The University is committed to meeting and exceeding that standard and, therefore, if there are significant or repetitive violations on the part of the Employee of Big XII, NCAA or University rules in his conduct of the intercollegiate men's basketball program, the University may terminate this Contract for Employment when such violations have reasonably been determined to exist by the Chancellor. The Employee shall have the procedural right to a review and hearing relating to any such determination. Any such hearing shall be governed by normal University grievance procedures provided for employees of the Employee's classification, as now or hereafter amended, unless other procedures are agreed upon by the parties.

12. Other Employment. During the term of this Contract for Employment, or any extension thereof, the Employee agrees that neither he, nor any agent, representative or attorney on his behalf, will consider, entertain, solicit information regarding, discuss, seek, negotiate for or accept other full-time employment of any nature during the term of this Contract for Employment, or any extension thereof, without the prior written permission of the Director of Intercollegiate Athletics and the Chancellor of the University of Missouri-Columbia.

13. Extensions - Amendments. This Contract for Employment may be extended for such period or periods as the parties hereto agree in writing. This Contract for Employment may be amended at any time by the parties, but no such amendment shall be effective unless made in writing and approved by the Chancellor of the University of Missouri-Columbia.

14. Termination for Cause.

A. The University shall have the right to terminate the Contract for Employment for cause prior to its normal expiration. The term "cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:

(1) failure to adequately perform the duties outlined in Paragraph 2 of the Contract for Employment or refusal or unwillingness to perform such duties in good faith and to the best of the Employee's abilities;

(2) violations by the Employee of any of the other terms and conditions of the Contract for Employment;

(3) any conduct of the Employee in which would constitute a violation of any criminal statute involving a felony or an offense of moral turpitude, as determined by the University;

(4) any behavior of the Employee that brings him into public disrepute, contempt, scandal or ridicule or any behavior that is unfavorable to the reputation or moral or ethical standards of the University;

(5) consistent with the provisions of Paragraph 11 hereof, any violation of any policy, law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the NCAA, or the Conference, which violation may, in the sole judgment of the University, reflect adversely upon the University or its athletic program, including any violation which

results in the University being sanctioned by the NCAA or the Conference, including any violation which occurred during prior employment of the Employee at another NCAA member institution;

(6) consistent with the provisions of Paragraph 11 hereof, any violation of any policy, law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the NCAA, or the Conference of which the University is a member, by employees of, or student-athletes in, the sports program in which Employee serves as Head Coach, which violation may, in the sole judgment of the University, reflect adversely upon the University or its athletic program, including any violation which results in the University being sanctioned by the NCAA or the Conference, and which the Employee knew of or should reasonably have known of and then failed to take reasonable steps to prevent and timely report to the appropriate University official(s);

(7) conduct of the Employee which, in the sole judgment of the University, judgment is reasonably exercised, is seriously prejudicial to the best interests of the University or its athletic program or which violates the University's mission;

(8) unjustified prolonged absence from duty without consent of the Employee's reporting superior; or

(9) any cause adequate to sustain the termination of any other University employee of similar employment status to the Employee employed by the University.

B. The University's Obligations Upon Termination For Cause. In the event the Contract for Employment is terminated for cause in accordance with the provisions hereof, all of the University's obligations hereunder that will accrue subsequent to the date of such termination shall cease. In no case shall the University be liable

to the Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, shoe or apparel contracts, consulting relationships or from any other source whatever that may ensue as a result of the University's termination of the Contract for Employment. The Employee shall be entitled to all notices, hearings, procedures and appeals as are provided by the University's rules and regulations for any disciplinary action against him, including the termination of the Contract for Employment, which may be taken by the University pursuant to the Contract for Employment. The Employee's employment shall not be terminated for cause without providing the Employee with written notice of the reasons for such termination for cause and without providing the Employee with an opportunity for a hearing unless waived by the Employee. That hearing shall not be a formal, adversarial-type hearing, but in combination with the Employee's right to file a post-termination grievance shall be sufficient to satisfy constitutional due process standards for public employees terminated prior to the expiration of their term contract for employment. The employee shall be entitled to consult with counsel of his choosing at the pre-termination hearing and the post-termination grievance.

15. Liquidated Damages.

A. If the University terminates the employment of the Employee without cause, it shall pay the Employee liquidated damages in an amount equal to the Annual Salary, as specified in Paragraph 3 hereof, times the number of years remaining under this Contract for Employment, such liquidated damages to be paid in equal monthly installments until the end of the term of this Contract for Employment or in a lump sum as negotiated by the parties; provided, however, that any and all amounts received by the Employee from any other employment or consulting services before the stated ending date of this Contract for Employment, shall be offset against the

amount set forth herein to be paid by the University as liquidated damages. The University shall have absolutely no other obligation to the Employee if it terminates this Contract for Employment contrary to the terms hereof, except the payment of liquidated damages as provided in this paragraph and any payments referred to in Paragraph 8 hereof.

B. If the Employee terminates this Contract for Employment contrary to the terms hereof, he shall pay to the University liquidated damages in the amounts set out below, such liquidated damages to be paid within sixty (60) days of such termination by Employee:

If terminated prior to April 1, 2012, then the amount of \$1,200,000.00;

If terminated between April 1, 2012 and March 31, 2013, then the amount of \$1,000,000.00;

If terminated between April 1, 2013 and March 31, 2014, then the amount of \$750,000.00;

If terminated between April 1, 2014 and March 31, 2015, then the amount of \$500,000.00; and

If terminated after April 1, 2015, but before the end of the term of the Contract for Employment, the parties have not agreed to a specified amount of liquidated damages.

16. Limitations of Damages. The University shall not be liable for any damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of the University's termination of the Contract for Employment without cause. The parties have bargained for and agreed to the foregoing liquidated damages provision.


17. Law. This Contract for Employment has been entered into and shall be governed by the laws of the State of Missouri, and is specifically conditioned upon the availability of funds for this purpose.

18. Entire Understanding. This Contract for Employment sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. This Contract for Employment shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

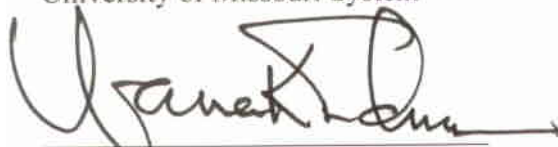
IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed this 11th day of June, 2011.

Recommended by:

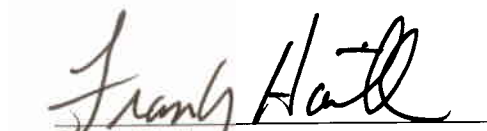
THE CURATORS OF THE
UNIVERSITY OF MISSOURI



Brady J. Deaton, Chancellor
University of Missouri-Columbia


Stephen J. Owens, Interim President
University of Missouri System


Warren K. Erdman
Chair of the Board of Curators

APPROVED
AS TO
LEGAL FORM
P.N.
6-9-11


Frank Haith
Men's Head Basketball Coach


Michael F. Alden, Director
of Intercollegiate Athletics

